

**AMENDMENT TO
KINOKUNIYA BOOK STORE LICENSE AGREEMENT**

WHEREAS, the parties hereto have previously entered into an agreement dated September 4, 2004 (the "Agreement") as last modified on May 25, 2009 and wish to amend the Agreement as set forth in this amendment ("Amendment").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Prior Agreement as of the execution date below as set forth below and on Appendices A and B.

Except as specifically amended hereby, all of the existing terms and conditions of the Agreement are hereby ratified. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Agreement. To the extent any terms or conditions of the Agreement conflict with or are inconsistent with this Amendment, the terms of this Amendment shall prevail.

Should there be a conflict between this agreement and any other vendor-generated, web accessible terms and conditions, whether now known or hereinafter generated, then this Amendment and Agreement (as defined above) controls

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This Agreement shall be renewable at the end of the current term for one year unless either party gives written notice of its intention not to renew thirty (30) days before expiration of the current term.

This Agreement may only be modified in a writing signed by both parties.

The Licensed Products and Fees identified below are in addition to those identified in the Agreement.

Adjustment to Appendix A

Upgrade Japan Knowledge to include both Nihon Kokugo Daijiten Online and Kokushi Daijiten Online at one interface (URL) with 2 simultaneous users:
Japan Knowledge plus NK

Addition to Appendix B

Japan Knowledge plus NK

University of California, Santa Barbara (effective with September 2010 renewal)

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives, as of this 3rd day of September, 2010.

KUNIKUNIYO BOOKSTORES
(Licensor)

[Text deleted]

BY _____
Signature of Authorized Signatory of Distributor

[Text deleted]

Print Name: _____

Title: Senior Vice President

DATE: 9/20/10

UNIVERSITY OF CALIFORNIA, SAN DIEGO
(Licensee)

[Text deleted]

BY: _____
Signature of Authorized Signatory of Licensee

DATE: 9/20/10

Print Name: [Text deleted]

Title: **Head, Acquisitions Department**
University of California, San Diego